



**TO: SOUTHERN NEVADA DISTRICT BOARD OF HEALTH      DATE: January 25, 2024**

**RE:** *Approve the amendment to the Interlocal Agreement among Clark County, Clark County Water Reclamation District, University Medical Center of Southern Nevada, Las Vegas Convention and Visitors Authority, Las Vegas Valley Water District, Clark County Regional Flood Control District, Regional Transportation Commission of Southern Nevada, Southern Nevada Health District, Henderson District Public Libraries, Mount Charleston Fire Protection District, Las Vegas Metropolitan Police Department, Moapa Valley Fire Protection District and Eighth Judicial District Court for the Self-Funded Group Medical and Dental Benefits Plans. (Also sitting as the Clark County Water Reclamation District Board of Trustees, the University Medical Center of Southern Nevada Board of Hospital Trustees, the Mount Charleston Fire Protection District Board of Fire Commissioners, and the Moapa Valley Fire Protection District Board of Fire Commissioners). (For possible action)*

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**PETITION #23-24**

**That the Southern Nevada District Board of Health** *Approve and authorize Chair to sign Amendment to the Interlocal Agreement among Clark County, Clark County Water Reclamation District, University Medical Center of Southern Nevada, Las Vegas Convention and Visitors Authority, Las Vegas Valley Water District, Clark County Regional Flood Control District, Regional Transportation Commission of Southern Nevada, Southern Nevada Health District, Henderson District Public Libraries, Mount Charleston Fire Protection District, Las Vegas Metropolitan Police Department, Moapa Valley Fire Protection District and Eighth Judicial District Court for the Self-Funded Group Medical and Dental Benefits Plans. (Also sitting as the Clark County Water Reclamation District Board of Trustees, the University Medical Center of Southern Nevada Board of Hospital Trustees, the Mount Charleston Fire Protection District Board of Fire Commissioners, and the Moapa Valley Fire Protection District Board of Fire Commissioners).*

**PETITIONERS:**

**Kim Saner, Deputy District Health Officer-Administration**  
**Fermin Leguen, MD, MPH, District Health Officer**

*FL*

## **DISCUSSION:**

Clark County established a self-funded group medical and dental benefits program in 1984 to provide group medical and dental benefits to the employees of Clark County and affiliated entities. The program consists of a preferred provider organization (PPO) plan and an exclusive provider organization (EPO).

Effective July 27, 2020, Moapa Valley Fire Protection District became eligible for participation in the Self-Funded Group Medical and Dental Benefits Plans (the "Plans"), but language in the Interlocal Agreement limited participation to the Chief of the District and his or her covered dependents. On October 17, 2023, the Clark County Board of Commissioners authorized the creation of a full-time Assistant Chief of the District, and the position will be eligible for Management Plan benefits. This amendment to the Interlocal Agreement clarifies that Management Plan employees of the Moapa Valley Fire Protection District are eligible for participation in the Plans.

## **FUNDING:**

Self-Funded Group Insurance

**CLARK COUNTY BOARD OF COMMISSIONERS  
AGENDA ITEM**

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**Petitioner:** Les Lee Shell, Deputy County Manager  
Jessica L. Colvin, Chief Financial Officer

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**Recommendation:**

**Approve and authorize the Chair to sign an amendment to the Interlocal Agreement among Clark County, Clark County Water Reclamation District, University Medical Center of Southern Nevada, Las Vegas Convention and Visitors Authority, Las Vegas Valley Water District, Clark County Regional Flood Control District, Regional Transportation Commission of Southern Nevada, Southern Nevada Health District, Henderson District Public Libraries, Mount Charleston Fire Protection District, Las Vegas Metropolitan Police Department, Moapa Valley Fire Protection District, and Eighth Judicial District Court for the Self-Funded Group Medical and Dental Benefits Plans. (Also sitting as the Clark County Water Reclamation District Board of Trustees, the University Medical Center of Southern Nevada Board of Hospital Trustees, the Mount Charleston Fire Protection District Board of Fire Commissioners, and the Moapa Valley Fire Protection District Board of Fire Commissioners) (For possible action)**

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**FISCAL IMPACT:**

Fund #:	6520	Fund Name:	Self-Funded Group Insurance
Fund Center:	1020520000	Funded PGM/Grant:	N/A
Amount:	No Fiscal Impact		
Description:	Amendment to Interlocal Agreement		
Additional Comments:	N/A		

**BACKGROUND:**

Clark County established a self-funded group medical and dental benefits program in 1984 to provide group medical and dental benefits to the employees of Clark County and affiliated entities. The program consists of a preferred provider organization (PPO) plan and an exclusive provider organization (EPO) plan.

Effective July 27, 2020, Moapa Valley Fire Protection District became eligible for participation in the Self-Funded Group Medical and Dental Benefits Plans (the "Plans"), but language in the Interlocal Agreement limited participation to the Chief of the District and his or her covered dependents. On October 17, 2023, the Board authorized the creation of a full-time Assistant Chief of the District, and the position will be eligible for Management Plan benefits. This amendment to the Interlocal Agreement clarifies that Management Plan employees of the Moapa Valley Fire Protection District are eligible for participation in the Plans.

**ACTION: APPROVED AS RECOMMENDED**

Cleared for Agenda

**11/07/2023**

File ID#

**23-1511**

## AMENDMENT TO INTERLOCAL AGREEMENT

WHEREAS, CLARK COUNTY, NEVADA; CLARK COUNTY WATER RECLAMATION DISTRICT; UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA; THE LAS VEGAS CONVENTION AND VISITORS AUTHORITY; THE LAS VEGAS VALLEY WATER DISTRICT; CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT; THE REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA; THE SOUTHERN NEVADA HEALTH DISTRICT; THE HENDERSON DISTRICT PUBLIC LIBRARIES; THE MOUNT CHARLESTON FIRE PROTECTION DISTRICT; THE LAS VEGAS METROPOLITAN POLICE DEPARTMENT; THE MOAPA VALLEY FIRE PROTECTION DISTRICT; AND THE EIGHTH JUDICIAL DISTRICT COURT have jointly established a health, accident and life benefit program for their officers, employees, retirees and their dependents pursuant to an Interlocal Agreement, as amended, hereinafter referred to as the Agreement, and

WHEREAS, pursuant to the Agreement, the parties hereto subsequently adopted a self-funded group medical and dental preferred provider organization (PPO) plan and a self-funded group medical and dental exclusive provider organization (EPO) plan, hereinafter referred to as the Benefit Plans; and

WHEREAS, the rising cost of health care requires that, from time to time, the premiums paid by the parties be increased to maintain the Benefit Plans.

NOW, THEREFORE, it is agreed between the parties that the terms and conditions of the Agreement be amended to read as follows:

1. Each public agency will adopt and abide by specified Benefit Plan documents, which establish the terms and conditions of a self-funded medical and dental benefit program for enrolled employees, retirees and eligible dependents.
2. Clark County shall establish an internal service fund for the deposit of contributions and the payment of expenses for the operation of the benefit program.
3. On or before the 1<sup>st</sup> day of each month, beginning November 1, 1984, each public entity, which is a party to the Agreement, shall pay to Clark County its proportionate share of the monthly charges necessary to operate the Benefit Plans. In addition, each public entity shall budget, each year beginning July 1, 2001, an extra month (13<sup>th</sup> month) employer share in order to provide funds when, and if, the Executive Board determines, by majority vote of the members present, to remit additional funds, by the end of the fiscal year, in order to pay for unanticipated expenditures. The share of each public entity shall be calculated based on the number of employees, retirees and

dependents participating in the Benefit Plans. Effective January 1, 2014, the above referenced 13<sup>th</sup> month employer share premium payment will be replaced with a billing to each public entity for its portion of the underfunded retiree loss incurred the previous full calendar year. Each public entity's portion of the underfunded retiree loss will be based on each agency's proportionate share of the retirees enrolled in the Benefit Plans. The rates for the Benefit Plans shall be as set forth in the rate schedule attached hereto as Exhibit "A" and incorporated herein by this reference. The rates for continuation of coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, hereinafter referred to as "COBRA" P.L. 99-272, Title X, 10003, 100 Stat. 82, 232-237, shall be set forth in the rate schedule attached hereto as Exhibit "B" and incorporated herein by this reference.

4. A public agency, requesting participation in the Benefit Plans, shall pay an actuarially determined amount to fund their share of the Benefit Plans reserves and assets. The funding amount shall be paid on behalf of each participant who initially enrolls in the Benefit Plans.
5. The internal service fund, together with all interest or other accumulations, shall be used for the payment of expenses and charges necessary to provide the health, accident and life benefit program.
6. Clark County shall establish an Executive Board not to exceed seven members, which shall consist of representatives of management appointed from the governmental agencies participating in this agreement. The Executive Board shall meet periodically to review the financial performance of the program, evaluate and recommend contractors to the Board of County Commissioners, and negotiate plan changes with the Service Employees International Union subject to the approval of the governing bodies.
7. Clark County shall establish a seven-member committee, which shall consist of representatives from both labor and management appointed from the governmental agencies participating in the self-funded group medical and dental PPO plan. Effective January 1, 1991, the committee membership shall be increased to nine members. Effective December 1, 1994, the committee membership shall be increased to ten members through the addition of a labor representative. The committee shall meet periodically to resolve disputes and appeals from the claims administrator. Any disputes and appeals related to the self-funded group medical and dental EPO plan will be resolved by the claims administrator and shall not be discussed by the committee.
8. Each public agency may withdraw from this Agreement and participation in the benefit program by giving notice thereof sixty days prior to the anniversary date of the benefit program. Upon the public agency's withdrawal from the Benefit Plans the public agency may be eligible for a distribution of reserves and/or net assets to the extent that:
  - A. All claims and expenses attributable to the public agency have been paid;

- B. As required by NRS 354.6215, and as a result of the public agency's withdrawal from the Benefit Plans, the Board of County Commissioners has determined that an amount of the reserve or balance is no longer required, either in whole or in part; and
- C. The amount of such excess reserve or balance is a result of contributions or premiums paid directly attributable to the public agency.
9. The effective date of the Las Vegas Valley Water District's participation in this Agreement shall be January 1, 1991.
  10. The Regional Transportation Commission of Southern Nevada and the Clark County Regional Flood Control District, effective January 1, 2002, shall be recognized as separate participating members in this Agreement.
  11. The effective date of the Southern Nevada Health District's participation in this Agreement shall be August 1, 2009.
  12. The effective date of the Mount Charleston Fire Protection District's participation in this Agreement shall be May 19, 2015.
  13. The effective date of the Las Vegas Metropolitan Police Department's participation in this Agreement shall be January 1, 2016. Participation is limited to the employer's appointed staff and dependents, and effective July 1, 2019, Deputy Sheriffs, and effective January 1, 2024, Police Protective Association Civilian Employees.
  14. The effective date of the ~~Chief of the~~ Moapa Valley Fire Protection District's participation in this Agreement shall be July 27, 2020. Participation is limited to ~~the Chief of the District and his or her~~ Management Plan employees and their covered dependents.
  15. The effective date of the Eighth Judicial District Court's participation in this Agreement shall be July 1, 2022.
  16. Effective January 1, 2014, any participating public agency's contemplated change in the employer/employee premium contribution calculation is subject to prior approval by the Plan Administrator, and may not be made absent Plan Administrator approval.
  17. Nothing in this Agreement shall be construed as limiting the ability of any party hereto to decline to participate in any individual health, life or accident program jointly adopted by the parties pursuant to this Agreement, nor does it preclude any party hereto from providing its employees with a health, life or accident program not jointly adopted under this Agreement. Any party choosing not to participate in such jointly adopted program shall notify, in writing, the Chief Financial Officer, or designee, not later than sixty days prior to the initial effective date of that program or, if already in place, sixty days prior to the anniversary date of that program.
  18. This Interlocal Agreement embodies all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Interlocal Agreement. No prior agreements or understandings pertaining to such matters, whether


written or oral, shall be effective for any purpose after the effective date of this Agreement. No provision of this Interlocal Agreement shall be modified or added to except by an agreement in writing signed by the parties hereto. For the purpose of interpretation, this Interlocal Agreement has been prepared by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be signed and intend to be legally bound thereby.

DATE: Nov, 7, 2023

ATTEST:  
BY:   
LYNN MARIE GOYA, County Clerk

ATTEST:  
BY:   
LYNN MARIE GOYA, County Clerk

ATTEST:  
BY:   
LYNN MARIE GOYA, County Clerk

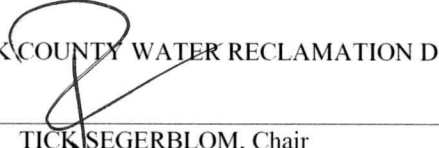
ATTEST:  
BY: \_\_\_\_\_  
ANTON NIKODEMUS, Vice Chair

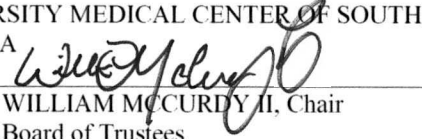
ATTEST:  
BY: \_\_\_\_\_  
JOHN ENTSMINGER

ATTEST:  
BY: \_\_\_\_\_  
DEANNA HUGHES

ATTEST:  
BY: \_\_\_\_\_  
ANA DIAZ

COUNTY OF CLARK  
BY:   
JAMES B. GIBSON, Chair  
Board of County Commissioners

CLARK COUNTY WATER RECLAMATION DISTRICT  
BY:   
TICK SEGERBLOM, Chair  
Board of Trustees

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA  
BY:   
WILLIAM MCCURDY II, Chair  
Board of Trustees

LAS VEGAS CONVENTION AND VISITORS AUTHORITY  
BY:   
JAMES B. GIBSON, Chair  
Board of Directors

LAS VEGAS VALLEY WATER DISTRICT  
BY: \_\_\_\_\_  
MARILYN KIRKPATRICK, President  
Board of Directors

CLARK COUNTY REGIONAL FLOOD CONTROL DISTRICT  
BY: \_\_\_\_\_  
JUSTIN JONES, Chair  
Board of Directors

REGIONAL TRANSPORTATION COMMISSION OF SOUTHERN NEVADA  
BY: \_\_\_\_\_  
JUSTIN JONES, Chair  
Board of Commissioners



ATTEST:

BY: \_\_\_\_\_  
FERMIN LEGUEN, M.D.  
District Health Officer or Designee

ATTEST:

BY: \_\_\_\_\_  
TRUDY CASEY

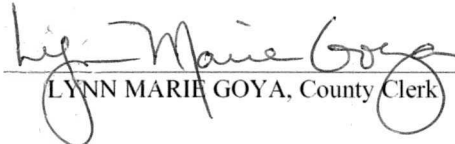
ATTEST:

BY:  \_\_\_\_\_  
LYNN MARIE GOYA, County Clerk

ATTEST:

BY: \_\_\_\_\_  
TANAKA WILSON

ATTEST:

BY:  \_\_\_\_\_  
LYNN MARIE GOYA, County Clerk

ATTEST:

BY: \_\_\_\_\_  
LAUREN PENA

APPROVED AS TO FORM:

STEVEN B. WOLFSON, District Attorney

BY:  \_\_\_\_\_  
LISA LOGSDON  
County Counsel

SOUTHERN NEVADA HEALTH DISTRICT

BY: \_\_\_\_\_  
MARILYN KIRKPATRICK, Chair  
Board of Health

HENDERSON DISTRICT PUBLIC LIBRARIES

BY: \_\_\_\_\_  
DAVID ORTLIPP, Chair  
Board of Trustees

MOUNT CHARLESTON FIRE PROTECTION DISTRICT

BY:  \_\_\_\_\_  
ROSS MILLER, Chair  
Board of Fire Commissioners

LAS VEGAS METROPOLITAN POLICE DEPARTMENT

BY: \_\_\_\_\_  
SHERIFF KEVIN MCMAHILL

MOAPA VALLEY FIRE PROTECTION DISTRICT

BY:  \_\_\_\_\_  
MARILYN KIRKPATRICK, Chair  
Board of Fire Commissioners

EIGHTH JUDICIAL DISTRICT COURT

BY: \_\_\_\_\_  
STEVEN GRIERSON  
Court Executive Officer

**RATES EFFECTIVE 01/01/24**

**CLARK COUNTY, NEVADA  
AND AFFILIATES  
RATES EXHIBIT A**

**PREFERRED PROVIDER ORGANIZATION MEDICAL/DENTAL**

**ACTIVE EMPLOYEE RATES & EMPLOYEES WHO RETIRED BEFORE 12/31/02**

Employee	\$565.59
Spouse	\$492.78
Children	\$469.80
Spouse/Children	\$913.23
Retiree Medicare	\$361.98
Spouse Medicare	\$454.29

**RETIREE RATES FOR EMPLOYEES WHO RETIRED 01/01/03 & AFTER**

	<b><u>0-5 Years of Service</u></b>	<b><u>6-9 Years of Service</u></b>	<b><u>10 or More Years of Service</u></b>
Retiree	\$678.70	\$622.16	\$565.59
Spouse	\$591.33	\$542.05	\$492.78
Children	\$564.65	\$516.80	\$469.80
Spouse/Children	\$1,095.87	\$1,004.57	\$913.23
Retiree Medicare	\$434.36	\$398.17	\$361.98
Spouse Medicare	\$545.15	\$499.73	\$454.29

Effective January 1, 2003, employees that retire from one of the participating public entities and elect to continue their health benefit coverage through this program, will remit the corresponding retiree premium rate as outlined in Exhibit "A" based on their cumulative years of service with any of the public entities within the benefit plan. Years of service is defined as the total of all years of service worked at any of the participating entities covered by this plan since 1984, or from the date any new entity joined the Clark County Self-Funded Group Medical and Dental Benefits Plans.

**PREFERRED PROVIDER ORGANIZATION MEDICAL/DENTAL**

**RATES FOR RETIREES WITH PART B MEDICARE ONLY**

	<b><u>0-5 Years of Service</u></b>	<b><u>6-9 Years of Service</u></b>	<b><u>10 or More Years of Service</u></b>
Member Only	\$591.22	\$537.37	\$483.51
Member & Spouse both Medicare Part B	\$1,099.24	\$998.47	\$897.66
Member & Spouse one Medicare Part B	\$1,182.55	\$1,079.42	\$976.29
Member & Child	\$1,155.87	\$1,054.17	\$953.31
Member & Family both Medicare Part B	\$1,579.76	\$1,438.95	\$1,298.10
Member & Family one Medicare Part B	\$1,687.09	\$1,541.94	\$1,396.74

Effective January 1, 2003, employees that retire from one of the participating public entities and elect to continue their health benefit coverage through this program, will remit the corresponding retiree premium rate as outlined in Exhibit "A" based on their cumulative years of service with any of the public entities within the benefit plan. Years of service is defined as the total of all years of service worked at any of the participating entities covered by this plan since 1984, or from the date any new entity joined the Clark County Self-Funded Group Medical and Dental Benefits Plans.

Effective January 1, 2008, premiums will be rounded down by one half of one cent for employees that are working less than 40 hours per week and are responsible for a prorated share of their health benefit cost.

**EXCLUSIVE PROVIDER ORGANIZATION MEDICAL/DENTAL/VISION**

**ACTIVE EMPLOYEE RATES & RETIREE RATES**

Employee	\$654.17
Spouse	\$570.56
Children	\$543.67
Spouse/Children	\$1,069.10
Retiree Medicare	\$623.02
Spouse Medicare	\$543.39
Surviving Spouse Medicare	\$623.02

**RATES EFFECTIVE 01/01/24**

**CLARK COUNTY, NEVADA  
AND AFFILIATES  
MONTHLY COBRA RATES FOR CONTINUATION COVERAGE  
UNDER THE SELF-FUNDED GROUP MEDICAL AND DENTAL BENEFITS PLANS  
EXHIBIT B**

**PREFERRED PROVIDER ORGANIZATION  
EMPLOYEE & NON-PERS RETIREES COBRA RATES**

	<b><u>RATES</u></b>
Member Only	\$581.08
Member & Spouse	\$1,086.17
Member & Child	\$1,062.88
Member & Family	\$1,518.87

**EXCLUSIVE PROVIDER ORGANIZATION  
EMPLOYEE & NON-PERS RETIREES COBRA RATES**

	<b><u>RATES</u></b>
Member Only	\$667.25
Member & Spouse	\$1,249.22
Member & Child	\$1,221.80
Member & Family	\$1,757.74

The above rates for continuation of coverage represent 102 percent of the applicable premium for similarly situated beneficiaries of the Plans with respect to whom a qualifying event has not occurred pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), P.L. 99-272, Title X, Section 10003, 100 Stat. 82, 232-237. Clark County Risk Management will collect the entire continuation of coverage rate from the individual who has requested continued coverage.